

MEMORANDUM OF UNDERSTANDING
Between
CITY OF CLEVELAND DEPARTMENT OF PUBLIC WORKS
AND
KENNETH L. JOHNSON
For Council Office, Ward 4 Use of Space at Public Works Facility at

Kenneth L. Johnson Recreation Center
9206 Woodland Avenue, Cleveland, Ohio 44104

This Memorandum of Understanding ("MOU") is made effective as of the 15th day of December, 2018 ("Effective Date"), between Kenneth L. Johnson ("Johnson") and the Department of Public Works ("Public Works").

RECITALS

A. Public Works maintains a City Recreational facility ("Facility") located at 9206 Woodland Avenue, Cleveland, Ohio 44104.

B. Johnson, City Councilman representing Ward 4, desires to have a Ward 4 office in place to coordinate community services to the residents of Ward 4 and requires temporary locations from which to coordinate these services.

C. Public Works maintains available facilities at the Kenneth L. Johnson Recreation Center at 9206 Woodland Avenue, Cleveland, Ohio 44104 that could effectively serve as a community space for the Council, Ward 4 local Office.

D. Public Works has agreed to allow Johnson to use space at the Kenneth L. Johnson Recreation Center for this purpose in the manner specified in this MOU.

Now, therefore, Public Works and Johnson agree as follow:

1. Premises. Public Works grants to Johnson revocable permission to occupy and use 108 square feet of previously agreed upon space at the Kenneth L. Johnson Recreation Center at 9206 Woodland Avenue, Cleveland, Ohio 44104 as a local Ward 4 community office for the residents of the Ward ("the Premises").

2. Term. This MOU shall be revocable without notice or cause by the Director and may be otherwise cancelled by either party upon 5 days' written notice to the other. If still in force, this MOU shall expire immediately upon the

cessation of Johnson's representation as Ward 4 Councilman. In no event shall this MOU extend beyond Johnson's term as Ward 4 Councilman.

3. Condition of Premises. Johnson acknowledges that he has examined the Premises, deemed the Premises suitable for use as a community office space, and accepts the Premises in its present or "as is" condition on the Effective Date of this MOU.

4. Use. Johnson shall have immediate use of the Premises during normal business hours as office space to provide services to the residents of Ward 4. Johnson's use of this space is restricted to his personal use only. Johnson may not authorize the use of this space by any other individual. This MOU may not be assigned by Johnson without the express, written consent of the Director.

5. Responsibilities. Johnson agrees to assume all costs and claims associated with his use of the Premises. Johnson shall only engage in activities permitted under the laws of Ohio and the Ordinances of the City of Cleveland. At no time shall Johnson engage in political activities as prohibited by law or otherwise.

6. Improvements. Johnson may make improvements to the Premises upon prior written approval of Public Works. All improvements installed by Council, Ward 4 or Johnson that become an integral part of the Premises shall become the property of Public Works upon completion of installation or construction.

7. Consideration. The parties agree that Johnson shall pay an annual rental rate of \$702.00, which is \$6.50 per square foot for a space of approximately 108 square feet. The first payment hereunder is due upon execution of this MOU.

8. Claims. Each Party shall be responsible for its own property and employees, and each shall be solely responsible for any claims related to its own property and employees.

9. Incorporation. The following attached document is incorporated in and made a part of this MOU:

Exhibit "A" – Diagram of the Premises

Johnson and the Director have caused this MOU to be executed as of the Effective Date.

CITY OF CLEVELAND

By: Michael E. Cox
Michael E. Cox, Dir. of Public Works

Date: 12/12/18

By: Kenneth L. Johnson
Kenneth L. Johnson

Date: 12-11-208